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United Way of the Bay Area

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GEORGE CHEN,

Plaintiff,

vs.

UNITED WAY OF THE BAY AREA and,
and DOES 1-10 inclusive,

Defendants.

No. C-07-02785-WHA (JCS)

**DECLARATION OF JEFFREY D. WOHL IN
SUPPORT OF DEFENDANT'S MOTION TO
COMPEL ARBITRATION OF PLAINTIFF'S
SECOND CAUSE OF ACTION FOR LIBEL**

Date: August 9, 2007
Time: 8:00 a.m.
Courtroom: 9, 19th Floor
Judge: Hon. William H. Alsup

Complaint filed: April 26, 2007
Trial date: None set yet

1 I, Jeffrey D. Wohl, declare:

2 1. I am a member of the Bar of this Court and one of the attorneys representing defendant
3 United Way of the Bay Area ("United Way"). I make this declaration in support of United Way's
4 motion to compel arbitration of plaintiff George Chen's Second Cause of Action for Libel. I have
5 personal knowledge of the facts set forth in this declaration and could and would competently testify to
6 them under oath if called as a witness.

7 2. On April 26, 2007, plaintiff brought this action against United Way in San Francisco
8 Superior Court. Attached to this declaration as Exhibit A is a true copy of plaintiff's complaint. On
9 May 29, 2007, United Way removed the action to this Court based on federal question jurisdiction.

10 3. Attached to this declaration as Exhibit B is a true copy of the American Arbitration
11 Association's Voluntary Labor Arbitration ("VLA") Rules, as amended January 1, 1984. According to
12 plaintiff's arbitration agreement with United Way, VLA Rules 4-6, 10, 11, 12, 16-24, and 26-46 govern
13 the arbitration proceedings between the parties.

14 4. On May 7, 2007, I contacted William Gaus, counsel for plaintiff, and requested that
15 plaintiff abide by his arbitration agreement and arbitrate his Second Cause of Action for Libel.
16 Mr. Gaus later informed me that plaintiff would not arbitrate his Second Cause of Action, asserting that
17 the arbitration agreement was unenforceable. Mr. Gaus did not explain why the agreement was
18 unenforceable.

19 Executed on July 5, 2007, at San Francisco, California.

20 I declare under penalty of perjury that the foregoing is true and correct.

21
22 /s/ Jeffrey D. Wohl

Jeffrey D. Wohl